



# THE ASSAM GAZETTE

অসাধাৰণ

EXTRAORDINARY

প্ৰাপ্ত কৰ্তৃত্ব দ্বাৰা প্ৰকাশিত

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No. 392 Dispur, Thursday, 26th August, 2021, 4th Bhadra, 1943 (S. E.)

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GOVERNMENT OF ASSAM

ORDERS BY THE GOVERNOR

ELEMENTARY EDUCATION DEPARTMENT :: DISPUR

**NOTIFICATION**

The 26th July, 2021

**No.PMA(S)07/2014/Pt/97.-** The Govt. of Assam in Secondary Education Department have been providing various grants to Sainik School, Goalpara in respect of Scholarship to the cadets, energy bills, maintenance of school building, recurring grants etc. from time to time. Now as per decision taken in the joint meeting held with the State representative, Principals of Sainik Schools and Ministry of Defence, Govt. of India held on 24-04-2006 at New Delhi, it was decided to execute the Memorandum of Agreement(MoA) between the State Govt. and Sainik School Society, Ministry of Defence jointly with a view to clearly delineate the responsibilities of Ministry of Defence(GOI) and the State Government in functioning of Sainik Schools, which would help by way of providing capital and revenue expenditure for operationalization and Management of Sainik School, Goalpara.

The Signing of MoA between the Ministry of Defence and the State Govt. has emerged as one of the most critical issues of Sainik schools in various meetings of the Board of Governors and other esteemed meetings. It is realised that in the absence of a formal MoA, it is difficult to cater to the budgetary allocation in support of smooth and efficient functioning of Sainik School, Goalpara.

Therefore with an objective to meet the expenditure on operational and management cost inclusive of revenue and capital expenditure of both recurring and non-recurring nature in respect of

Sainik School, Goalpara, and in consideration of all aspects, the Govt of Assam, in Secondary Education Deptt, in pursuance of the Cabinet decision in the meeting of the Council of Ministers held on 14.07.2021, have decided to enter into a Memorandum of Agreement (MoA) with Ministry of Defence, Govt. of India under the authorized signatory of the Principal Secretary, Secondary Education Department and also other proposed Sainik School at different locations.

A copy of the MoA is attached herewith as Appendix 'A' and the said MoA will clearly delineate the responsibilities of Ministry of Defence and the State Govt. in the functioning and management of Sainik School, Goalpara where interalia the expenditure on account of pay, pension and terminal benefits to the employees of Sainik School, Goalpara inclusive of all essential expenditure on recurring and non-recurring nature etc. to be borne by the State Govt. will be clearly mentioned and also the responsibilities of the MoD about existing Sainik School, Goalpara as contained in the MoA.

**B. KALYAN CHAKRAVARTHY,**

Principal Secretary to the Government of Assam,  
Education Department.

**Appendix-A****MEMORANDUM OF AGREEMENT**

"This Memorandum of Agreement is made on this..... day of .....between President of India, exercising executive powers of Government of India through Shri\_\_\_\_\_, Joint Secretary (Training) & Honorary Secretary, Ministry of Defence, having its headquarters at New Delhi, Govt. of India, hereinafter referred to as MoD (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office assigns) of the FIRST PARTY.

AND

The Governor of the State of Assam exercising executive powers of the Government of Assam through Dr. B. Kalyan Chakravarthy, IAS, Principal Secretary, Education Department, State of Assam, at Guwahati herein after referred to as State Govt. (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office assigns) of the SECOND PARTY.

WHEREAS the scheme to establish Sainik Schools was introduced in 1964 with the primary aim of preparing boys academically, physically and mentally for entry into the National Defence Academy. The Sainik Schools are managed by the Sainik Schools Society, registered under Societies Registration Act, 1860. The Sainik School at Goalpara in the State of Assam was established on 12 Nov 1964.

And whereas the issue of strengthening and modernization of 24 Sainik Schools within the India was discussed in the first joint meeting / conference of the joint State representatives and principals of Defence, Government of India on 24<sup>th</sup> April, 2006 at New Delhi. In the meeting, it was decided to execute Memorandum of Agreement between the State Government, Sainik Schools Society and Ministry of Defence jointly with a view to clearly delineate the responsibilities of Ministry of Defence and the State Government in functioning of Sainik Schools, which would help in improving Sainik Schools.

**NOW THE PARTIES HERETO** have agreed to the following terms and conditions:

**1. Responsibilities of the State Government for existing Sainik school, Goalpara, Assam –**

The Govt. of Assam shall:

(a) Provide the entire capital expenditure on land, buildings, furniture and educational equipments as required by Sainik School at Goalpara and major portion of the running expenditure of the Sainik School, Goalpara. Also provide for the complete maintenance of buildings, roads and installations and for major replacements. Release grants-in-aid sought for additional requirement of building and furniture, transport, laboratory equipment etc. The land provided for the School shall be handed over to the Sainik Schools Society.

(b) Provide the following for constructing / functioning of the permanent schools as the case may be:

(i) All the buildings including – (a) Administrative Block (b) Educational Block (c) Dormitories and Mess Hall (d) Indoor Games Hall (e) Residential accommodation for all members of the academic / administrative staff as well as general employees (f) extensive play grounds (g) Swimming Pool, Auditorium, Gymnasium and other sports amenities.

(ii) All the equipment including a School Bus, a Truck / Light Commercial Vehicle, a Staff Car and a Jeep with trailer, on as required basis.

(iii) Maintenance of the School campus and buildings including provisions of boundary wall / fencing and appropriate main gate.

(c) Provide grant-in-aid for

(i) Grant of scholarships to all the boys belonging to the economically weaker sections of society on the basis of rates and income slabs decided by the Board of Governors from time to time.

(ii) Meeting special requirements on actual need basis on the basis of recommendations of the concerned Local Board of Administration.

(d) Provide pension and all other terminal benefits to all retiring employees of the Sainik School, Goalpara as per Assam Services (Pension) Rules, 1969 and order issued there under from time to time by Govt. of Assam. However, Assam Services (Pension) Rules, 1969 shall not be applicable to the employees of the Sainik School, Goalpara who were appointed and joined in service after 1/2/2005 and they shall be eligible for benefits as per New Pension Rule, 2005 of Govt. of Assam.

(e) Provide recurring maintenance grant for play fields.

(f) **Provide Dietary Allowance to the Cadets** – Dietary allowance to the cadets which will be increased every year by ten percent or as per inflation.

(g) Provide recurring grant for horse maintenance, Municipal Taxes and advertisement of school entrance exam as in existence.

(h) Provide Training and Administrative Expenses as projected by school and approved by Local Board of Administration (LBA).

2. **Responsibilities of the MoD about existing school-**

The MoD shall –

(a) Provide supervision and control over the school through the Sainik Schools Society functioning from the Ministry of Defence.

(b) Provide Service Officers for the posts of Principal, Headmaster and Registrar.

(c) Provide National Cadet Corps staff and Army Physical Training corps NCOs as per existing norms applicable to all Sainik Schools.

(d) Provide centre share of scholarship as per existing norms applicable to all Sainik Schools.

3. The school shall be governed by the Sainik Schools Society Rules & Regulations 1997, as amended from time to time.

**FORCE MAJEURE**

4. Neither party will be held responsible for non-fulfillment of its respective obligation under this Agreement due to the occurrence of any of the force major events such as but not limited to acts of God, war, Flood, Earthquakes, Strikes not confined to the premises of the party claiming force majeure, Lockouts beyond its control, Epidemics, Riots, Civil commotions etc. provided on the occurrence and cessation of any such event the party affected thereby gives a notice in writing to this effects, to the other parties within one month of such occurrence or cessation.

5. **Indemnity** – The State Government hereby agrees and undertakes to indemnify the MoD, its representatives and administrators from and against any or all actions, demands, proceedings, prosecutions, attachments due to failure to perform its obligations. Similarly MoD shall be liable to indemnify the state Government on account of any valid losses arising out of and due to the fault of the MoD.

6. **Liabilities** – MoD shall not be liable for:

- (a) Discharging any financial commitments made by the State Govt.
- (b) Any suit arising out of infringement of any laws by the State Govt.
- (c) The State Government is not liable for any suit arising out of infringement of any laws by the Ministry of Defence and/or Sainik Schools Society.

7. **Breach of agreement** - Any loss or losses to the parents or the pupils and the MoD arising out of or due to the breach of agreement by the State Government shall be compensated fully by the State Government. Similarly any suit arising out of or due to breach of agreement by the State Government shall be defended as well as paid for by the State Govt. solely.

Whereas any loss or losses to the parents or the pupils and the State Government arising out of or due to the breach of agreement by the MoD shall be compensated fully by MoD. Similarly any suit arising out of or due to breach of agreement by the MoD shall be defended as well as paid for by the MoD solely.

8. **Amendment to the agreement** – the obligation of the MoD and the State Government has been outlined in this Memorandum of agreement. However, any



amendment/modification may be carried out only by the mutual consent of the both parties to be recorded in writing.

9. **Period of validity** – This agreement shall be valid as long as the Sainik School at Goalpara continues to function or as long as any other new school sanctioned by MoD thereafter and is continues to function.

10. **Notices** – All notices or reports permitted or required under this Agreement shall be in writing and shall be personal delivery, telegram, fax transmission or by internally recognized cornier services and shall be deemed to be given upon personal delivery to an internationally recognized courier services. Notices shall be sent to the official addresses of the office bearers.

11. **Severability** – In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

12. **Subject Laws and Jurisdiction**- This Agreement shall be governed by Indian Laws and the Competent Courts at Guwahati / Delhi will have jurisdiction to entertain the disputes.

13. **Arbitration** –Any dispute arising out of or in connection with Agreement shall in the first instance be dealt by mutual negotiations.

Any dispute or difference whatsoever arising between the parties to this Agreement out of on relating to the construction, meaning, scope operation or effect of this Contract or the validity of the breach thereof, which cannot be resolved amicably by mutual negotiations, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretariat Department of Legal Affair, Government of India.

The provision of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon parties hereto, subject to legal remedies available under the Law. Such difference shall be deemed to be a submission to arbitrator under the Indian Arbitration and Conciliation Act, 1996, or of any modification, Rules or re-enactment thereof. The Arbitration proceeding will be held at Guwahati, India.

14. In WITNESS WHEREOF this Agreement has been executed between the hereto the .....day.....and year First above written.

Witness

By \_\_\_\_\_

Signed, Sealed and Delivered  
For and on behalf of the

1. \_\_\_\_\_

2. \_\_\_\_\_

(Name and Designation)  
For on behalf of President of India  
(FIRST PARTY)

Witness

By \_\_\_\_\_

Signed, Sealed and Delivered  
For and on behalf of the

1. \_\_\_\_\_

2. \_\_\_\_\_

(B. Kalyan Chakravathy, IAS)  
Principal Secretary to the Govt. of Assam  
Education Department

For on behalf of State of Assam  
(SECOND PARTY)